REMARKS / ARGUMENTS

The present Amendment is in response to the Office Action mailed July 28, 2005. Claim 27 is are cancelled, and claims 1, 3, 7, 14, 21, 23-24, and 26 are amended. Claims 1-26, and 28-35 are now pending in view of the above amendments.

Please note that the following remarks are not intended to be an exhaustive enumeration of the distinctions between any cited references and the claimed invention. Rather, the distinctions identified and discussed below are presented solely by way of example to illustrate some of the differences between the claimed invention and the cited references. In addition, Applicants request that the Examiner carefully review any references discussed below to ensure that Applicants understanding and discussion of the references, if any, is consistent with the Examiner's understanding. Reconsideration of the application is respectfully requested in view of the above amendments to the claims and the following remarks. For the Examiner's convenience and reference, Applicant's remarks are presented in the order in which the corresponding issues were raised in the Office Action.

Examiner's Interview

Applicant's express their appreciation to the Examiner for conducting an interview with Applicant's representative on October 11, 2005. This response includes the substance of the interview.

Objections to the Specification

The Examiner objected to the disclosure because it contains more that 150 words. The abstract has been amended as required by the Examiner.

Rejections under 35 U.S.C. § 102

The Office Action rejected claims 1-5 and claims 12-13 under 35 U.S.C. § 102(b) as being anticipated by *Kung* (EP 1113631A2). As the Examiner is aware, "A claim is anticipated only if each and every element as set forth in the claim is found either expressly or inherently described, in a single prior art reference." *See Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987); *see also* MPEP § 2131. In other words, a claim is

anticipation only if each and every element of the claims as set forth in the claims is found in the prior art reference. The following discussion illustrates that claims 1-5 and 12-13 are not anticipated by *Kung*.

Claim 1 has been amended to require receiving a message for a recipient from a sender device at a message server without the sender device placing a call to the recipient. As discussed at the interview, the instant voice message is not sent to a voice box of the recipient. Rather, the instant voice message is received at a message server associated with the sender device. It is likely that the recipient has his or her own voice mailbox that the recipient can access at any time. As discussed at the interview, however, the message server is not the recipient's voice mail box.

In fact, embodiments of the invention are generally directed to delivering an instant voice message to a recipient without placing a call to the recipient. Claim 1 has been amended to require "without placing a call to the recipient". If the sender placed a call to the recipient, the sender would be directed to the recipient's voice mail and the message server would not receive the instant message as required by claim 1.

Claim 1 further requires the instant voice message to include both voice content and other multimedia content. In claim 1, the voice content is extracted from the voice message at the message server and stored at an IVR system. At this point, the recipient has no access to the instant voice message because the instant voice message is not stored in the recipient's own voice mail box and the recipient has not been notified of the instant voice message.

Claim 1 then continues and initiates transmission of an SMS notification to the recipient wireless station. The SMS notification includes information that enables the recipient wireless station to access the IVR system. The IVR system, in response to the request from the recipient, transmits the stored voice content to the recipient wireless station.

As discussed at the interview, *Kung* requires the sender to place a call to the recipient. *Kung* teaches that "at step 701 a party calls the broadband network subscriber and the CM 218 directs the call to the called parties BRG 300. *See* ¶ [0110]. For this reason, among others and as noted in the interview summary, the Examiner agreed that claim 1 as amended overcomes the art of *Kung*.

As further discussed at the interview, *Kung* discloses that the party may send a broadband network subscriber a message without calling the subscriber. *See* ¶ [0112]. However, *Kung* discloses a broadband network and that the message is instead sent by sending an email, a voice mail, or a video mail message to the subscribers email address, IP address or DN. *Id.* In other words, the message is sent directly to an email address that is directly associated with the recipient. In claim 1, the instant voice message is received at a message server and as discussed above, the message server in claim 1 is associated with the sender, not with the recipient.

Further, *Verdegaal* teaches that even if a reference discloses each of the elements of a particular claim, anticipation requires that the elements be disclosed in that reference as set forth in the claim. *See Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987); *see also* MPEP § 2131. Even if *Kung* were shown to teach each of the elements required in claim 1, the elements would not be set forth as required by claim . *Kung* therefore fails to anticipate claim 1.

For at least these reasons and for the reasons memorialized in the interview summary, claim 1 is not anticipated by *Kung*. The dependent claims 2-5 and 12-13 overcome the cited art for at least the same reasons.

Rejections Under 35 U.S.C. § 103

Claims 6-11 and 14-25 were rejected by the Office Action as being unpatentable over *Kung* in view of *Helferich* (U.S. Patent No. 6,636,733). Claims 26-35 were rejected as being unpatentable over *Bergsman* (U.S. Patent No. 5,146,487).

Because claim 1 is believed to be in condition for allowance as discussed above, claims 6-11, which depend from claim 1, are also in condition for allowance.

Claim 14 as amended requires receiving an instant voice message from a wireless station of a sender without the sender placing a call to the recipient. As discussed above, *Kung* requires that the sender place a call to the recipient and in the case where a call is not made, *Kung* teaches that the voice message is delivered to, for example, an email address of the recipient. More particularly, *Kung* teaches that the email address to which a voice message is sent is associated with the recipient.

In contrast, claim 14 requires receiving the instant voice message at a message server that is associated with the sender, not with the recipient. This requirement, among others, is not taught or suggested by *Kung*. Also, claim 14 requires receiving an instant voice message for a recipient without the sender placing a call to the recipient.

With regard to the secondary reference of *Helferich*, *Helferich* teaches a system for replying to "an email message with a voice message" *See* col. 4, lines 1-2. For example, Figure 2A begins when an email server associated with the recipient, not the sender, receives an email message. Replying with a voice message to an email message does not teach or suggest claim 14 which is directed to a method for enabling a recipient of an instant voice message to send a reply message. For example, *Helferich* teaches that an email message is sent to the recipient's email address, while the instant voice message required by claim 14 is not sent to the recipient's voice mail box, but is sent to s messaging service associated with the sender. Then, the recipient is notified by an SMS message that includes instructions for retrieving the message.

The independent claims 21 and 23 also overcome the art for similar reasons including for at least the reasons noted in the interview summary. In particular, claim 21 requires sending a voice content of an MMS message to the recipient without placing a call to the recipient. Claim 21 also requires that the reply is sent without placing a call to the sender of the original instant voice message.

Claim 23 requires that the sender deliver the instant voice message to the IVR system without placing a call to the recipient. In claim 23, the reply message is also transmitted to the IVR system without placing a call to the sender of the instant voice message.

For at least these reasons and as memorialized in the interview summary, claims 6-11 and 14-25 overcome the cited art and are in condition for allowance.

Claims 26-35 were rejected as being unpatentable over *Bergsman*. *Bergsman*, however, teaches "a method employed in conjunction with an audio text or interactive voice mail system." *See* abstract. In *Bergsman*, a call is placed to the system and the caller receives various prompts, identifies a time of delivery and then speaks the message. The system of *Bergsman* therefore stores the voice message in its own system, while claim 26 requires that the instant voice message be stored locally at the wireless station.

Further, the delivery of the voice message in claim 26 is related to the availability of a network connection. *Bergsman*, in contrast, instructs the caller to input a specific date and time of delivery to the voice mail system. *Bergsman* then delivers the message at the specified time. Thus, *Bergsman* is not dependent on a network or on the availability of a network as required by claim 26 because it teaches an interactive voice mail system. In other words, once a caller calls to deliver a message, the message is stored at the system and is not transmitted, as required by claim 26, to a wireless communication system.

Claim 26 also requires initiating transmission of the instant voice message from the wireless station to the wireless communication system without attempting to establish a live telephone call. *Bergsman*, in contrast, teaches that a caller must first initiate a call to the system that is associated with the recipient. *See* Figure 1,

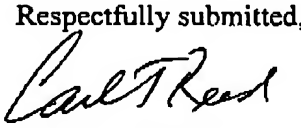
For at least these reasons and as memorialized in the interview summary, claims 26, and 28-35 overcome the cited art and are in condition for allowance.

Conclusion

In view of the foregoing, and consistent with the tentative agreement reached during the Examiner Interview, Applicants believe the claims as amended are in allowable form. In the event that the Examiner finds remaining impediment to a prompt allowance of this application that may be clarified through a telephone interview, or which may be overcome by an Examiner's Amendment, the Examiner is requested to contact the undersigned attorney.

Dated this 28th day of October 2005.

Respectfully submitted,



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